

**AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE
UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE
REPUBLIC OF ALBANIA
CONCERNING
THE SAFE, SECURE, AND ECOLOGICALLY SOUND DESTRUCTION OF
CHEMICAL WEAPONS**

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Albania, hereinafter referred to as the Parties,

Desiring to facilitate the safe, secure, and ecologically sound destruction of chemical weapons in the Republic of Albania and to assist in the prevention of weapons proliferation,

Have agreed as follows:

ARTICLE I

1. In order to assist the Republic of Albania in the safe, secure, ecologically sound, and expeditious destruction of chemical weapons in accordance with existing or future agreements between the Parties, the Department of Defense of the United States of America, hereinafter referred to as DoD, shall provide, as appropriate, at no cost to the Albanian Ministry of Defense, hereinafter referred to as MOD, chemical weapons destruction assistance in accordance with the terms of this Agreement.
2. The MOD shall ensure all material (including projects, equipment, and instruments), training, and services provided in accordance with this Agreement are applied exclusively for the purpose of facilitating the safe, secure, ecologically sound, and expeditious destruction of chemical weapons and for the secure storage of chemical weapons pending their destruction.
3. The MOD shall ensure the destruction of all declared chemical weapons and agents of the Republic of Albania with an agreed upon, DoD-provided destruction system at the chemical weapons storage site declared to the Organization for the Prohibition of Chemical Weapons on May 28, 2003 unless otherwise agreed in writing by the parties. All such activities shall be consistent with the provisions of the Convention on the Prohibition of the Development, Production, Stockpiling, and Use of Chemical Weapons and on Their Destruction.
4. The DoD and the United States of America shall not be responsible for ensuring the proper use of material, training, or services provided in accordance with this Agreement or for any failure of the material, training, or services.
5. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to and governed by the provisions of the Agreement Between the Government of the United States of America and the Government of the Republic of Albania Concerning Cooperation in the Area of the Prevention of Proliferation of Weapons of Mass Destruction, and the Promotion of Defense and Military Relations of May 12, 2003, hereinafter referred to as the Weapons Destruction and Non-Proliferation Agreement.

ARTICLE II

1. Each Party to this Agreement shall have the right, following written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other agencies, departments, or units of their respective governments.
2. Each Party to this Agreement shall have the right, following written notification to the other Party, to designate technical liaison representatives for material, training, and services provided pursuant to this Agreement.

ARTICLE III

1. The total cost to the DoD of all material, services, and, if necessary, training provided pursuant to this Agreement and associated expenses, including costs related to the transportation of material and personnel to and from the Republic of Albania, shall not exceed eighteen million two hundred thousand U. S. Dollars.

2. Pursuant to the terms of this Agreement, the DoD shall provide to the MOD assistance for the purpose of destroying the chemical weapons stockpiles of the Albanian Government declared to the Organization for the Prohibition of Chemical Weapons. Such assistance may include:

(a) Provision of a concept plan for chemical weapons and agent destruction. This concept plan shall be developed by the DoD in consultation with the MOD and the DoD contractor and/or contractors;

(b) Provision of technical assistance, safety engineering services, planning, and project management support;

(c) Provision of procurement and/or acquisition services, selection of prime and subcontractors, contract and contract management services, and the technical and administrative oversight of subcontractor performance during the preparation for and destruction of the chemical weapons and agent stockpiles, including the temporary installation and operation of a chemical weapons destruction facility;

(d) Provision of material and technical assistance to prevent any theft of chemical weapons from the storage site; and

(e) Provision of medical emergency capabilities within the chemical weapons destruction site designated as provided in Article I, Section 3 of this Agreement.

3. Unless otherwise agreed by the Parties, the materials to be provided by the DoD for chemical weapons destruction assistance pursuant to this Agreement shall be delivered to designated Albanian points of entry. The DoD shall notify the MOD of the planned date of each shipment at least 90 days in advance of the anticipated arrival date. The MOD, at least 60 days in advance of the anticipated arrival date, shall provide to the DoD the customs and tax exemption certificates for the import of these materials.

4. Unless otherwise agreed by the Parties, the MOD shall return to the DOD all equipment provided by the DoD for chemical weapons destruction assistance pursuant to this Agreement upon completion of the destruction of all declared chemical weapons and agents.

5. The MOD shall be responsible for obtaining all permits and compliance with regulatory requirements necessary for the provision of assistance under this Agreement.

6. Storage and disposition of secondary wastes resulting from the provision of chemical weapons destruction assistance shall not be the responsibility of the DoD.

ARTICLE IV

Upon 30 days advance notice, representatives of the DoD shall have the right to examine the use of any material, training, or other services provided in accordance with this Agreement.

ARTICLE V

As appropriate, the Parties may enter into implementing arrangements to carry out the provisions of this Agreement. In case of any inconsistency between this Agreement and any such arrangements, the provisions of this Agreement shall prevail.

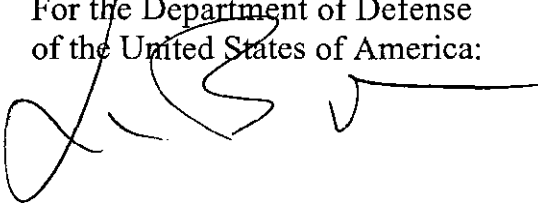
ARTICLE VI

This Agreement shall enter into force upon signature and shall remain in force for the duration of the Weapons Destruction and Non-Proliferation Agreement. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon 90 days written notification to the other Party of its intention to do so.

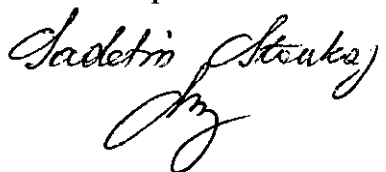
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington this 30th day of DECEMBER 2004, and at Tirana this 9th day of NOVEMBER 2004, in duplicate, each in the English and Albanian languages, both texts being equally authentic.

For the Department of Defense
of the United States of America:

A handwritten signature in black ink, appearing to be a stylized 'J' or 'L' followed by a horizontal line.

For the Ministry of Defense
of the Republic of Albania:

A handwritten signature in black ink, appearing to be 'Sadetir Shkurtaj'.